

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ZHANNA MOSKALENKO

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CIVIL ACTION

v.

EXPRESS STORES, LLC

NO. 14-3684

ORDER

AND NOW, this 29th day of July, 2015, upon consideration of the Joint Motion for Final Approval of Class Settlement and Certification of the Settlement Class (Document No. 42), the Findings of Fact and Conclusions of Law (Document No. 46) and after hearings on January 23, 2015 and July 28, 2015, it is **ORDERED** that the motion is **GRANTED**.

IT IS FURTHER ORDERED as follows:

1. The Settlement Agreement entered into among Class Representative Zhanna Moskalenko, the Class Members and the defendant Express Stores, LLC ("Express") ("Settlement Agreement"), which is incorporated into this Order, is **APPROVED** as fair, reasonable and adequate.

2. The settlement claims of the Class Representative and the Class Members are compromised, settled, released, remised, discharged and dismissed as against the defendant on the merits and with prejudice in accordance with the terms of the Settlement Agreement.

3. The Class Representative and the Class Members and all persons claiming by or through them are **PERMANENTLY BARRED** and **ENJOINED** from instituting, commencing and/or prosecuting, directly or indirectly, any claim, suit or proceeding against the defendant with respect to any and all settled claims against the defendant.

4. Pursuant to the terms of the Settlement Agreement, Express shall pay:

- a. a total amount of \$111,226.00 to the Class Members to cover the amount that each Class Member is eligible to receive in accordance with the Settlement Share Calculation set forth in paragraph 2.3 of the Settlement Agreement;
- b. \$120,000.00 to Class Counsel for attorneys' fees and expenses in accordance with the schedule and manner set forth in paragraph 2.1 of the Settlement Agreement; and
- c. \$2,200.00 to Class Counsel to cover the cost of mailing notice of the proposed Class Action to putative class members.

5. Pursuant to the terms of the Settlement Agreement, Express shall pay Service Award Plaintiffs \$10,000.00 to David Luna, \$3500.00 to Dana Curran, and \$3500.00 to Charvez Grant as incentive payments for services rendered on behalf of the Class Members.

6. The parties are directed to carry out their obligations under the Settlement Agreement and in compliance with this Order.

7. This action is **DISMISSED WITH PREJUDICE**.

8. The Court retains jurisdiction over this action, the parties and each of the Class Members for all matters relating to this action and the Settlement Agreement, including those matters relating to the interpretation, administration, implementation, effectuation and/or enforcement of the Settlement Agreement and this Order.

9. **FINAL JUDGMENT** shall be entered pursuant to Fed. R. Civ. P. 58.

/s/ Timothy J. Savage
TIMOTHY J. SAVAGE, J.